



THOMAS L. GARTHWAITE, M.D. Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES DEPARTMENT OF HEALTH SERVICES 313 N. Figueroa, Los Angeles, CA 90012 (213) 240-8101

August 9, 2005

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012

Dear Supervisors:

APPROVAL OF AGREEMENT WITH THE CALIFORNIA ENDOWMENT (FILE NUMBER 20043122) FOR THE LOS ANGELES COUNTY CITIES HEALTH REPORT (All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to accept and sign the attached Agreement for Charitable Activity Consulting Services of Independent Contractor, (File Number 20043122), Exhibit A, with The California Endowment (TCE) in the amount of \$26,336, for the period of February 1, 2005 through May 15, 2005, and to accept and sign the attached Amendment, Exhibit B, that extends this Agreement to August 15, 2005, in order to support the design, printing, and dissemination of the "Los Angeles County Cities Health Report" (LACCHR), 100% offset by TCE funds.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

Approval of the recommended actions will allow the County's Office of Health Assessment and Epidemiology to support dialogue on health issues among the Department of Health Services (DHS or Department), community organizations, and city and community leaders.

FISCAL IMPACT/FINANCING:

The total estimated cost for design, printing, and dissemination of the LACCHR is \$26,336, 100% offset by funds provided by TCE. Funding for this project is included in the Fiscal Year 2005-06 Adopted Budget.

Gloria Molina First District

Yvonne Brathwaite Burke Second District

> Zev Yaroslavsky Third District

Don Knabe Fourth District

Michael D. Antonovich
Fifth District

The Honorable Board of Supervisors August 9, 2005 Page 2

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Under this action, the Department will design, print, and disseminate an approximately 16 page report that will provide: 1) data on statistically reliable indicators that can be used to determine the health and wellness of an area, at the city and/or community level, and 2) recommendations on community interventions that can be used to help city and community leaders to take action to improve local public health. The report will be distributed to city and community leaders, academic and health professionals, and other relevant parties identified by the Department. A website will also be made available that will provide online access to report details and methodology and a summary of indicators used for each city and community.

County Counsel has approved the Agreement as to form.

Attachment A provides additional information.

CONTRACTING PROCESS:

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the Agreement with TCE will ensure funding for design, printing, and dissemination of the LACCHR to assist the Department and city and community leaders to take actions designed to improve local public health.

When approved, the Department requires three signed copies of the Board's action.

Thomas L. Garthwaite, M.D.

Director and Chief Medical Officer

Attachments (2)

c: Chief Administrative Officer

County Counsel

Executive Officer, Board of Supervisors

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SUMMARY OF AGREEMENT

1. TYPE OF SERVICE:

Agreement for Charitable Activity Consulting Services of Independent Contractor, (File Number 20043122), with The California Endowment (TCE), to support the Los Angeles County Cities Health Report (LACCHR) program.

2. CONTRACTORS ADDRESS AND CONTACT PERSON:

The California Endowment 21650 Oxnard Street, Suite 1200 Woodland Hills, California 91367

Attention:

Tenzing Danyo, Manager, Research

Telephone:

(818) 932-3256

Facsimile Number:

(818) 703-4193

Electronic-Mail (e-mail) address:

www.calendow.org

3. TERM:

February 1, 2005 through May 15, 2005 Agreement: Amendment: February 1, 2005 through August 15, 2005.

FINANCIAL INFORMATION:

The total estimated cost for design, printing, and dissemination of the LACCHR is \$26,336, 100% offset by funds provided by TCE. Funding for this project is included in Fiscal Year 2005-06 Adopted Budget.

5. GEOGRAPHIC AREA:

All Districts.

MONITORING:

John Schunhoff, Ph.D., Chief of Operations, Public Health

<u>APPROVAL</u>

Public Health Programs:

John Schunhoff, Ph.D., Chief of Operations

Contracts and Grants Division:

Cara O'Neill, Chief

County Counsel (approval as to form): Allison Morse, Deputy County Counsel

BLETRCD2456.RDT



AGREEMENT FOR CHARITABLE ACTIVITY CONSULTING SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR CHARITABLE ACTIVITY CONSULTING SERVICES OF INDEPENDENT CONTRACTOR (the "Agreement") dated as of 1/31/05 is entered into by and between County of Los Angeles Department of Health Services – Office of Health Assessment & Epidemiology, an independent contractor (the "Contractor"), and The California Endowment, a California nonprofit public benefit corporation ("The Endowment").

- A. The Endowment's mission is to expand access to affordable quality healthcare for underserved individuals and communities and to promote fundamental improvements in the health status of all Californians.
- B. The Endowment wishes to obtain the services of Contractor through this Agreement to assist The Endowment in carrying out its mission by providing personal services to The Endowment in planning, evaluating or developing projects or areas of program activity of The Endowment by consulting, advising or participating in conferences organized by The Endowment within the meaning of Treasury Regulations Section 53.4945-4(a)(2) and Revenue Ruling 74-125.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated as part of this Agreement, the mutual promises of the parties, and other good and valuable consideration (the receipt and sufficiency of which are acknowledged hereby), Contractor and The Endowment agree as follows:

- 1. <u>Engagement of the Contractor</u>. Subject to the terms and conditions set forth in this Agreement, The Endowment hereby engages the Contractor and the Contractor hereby agrees to be so engaged, to provide the "Work" (as defined in Section 3 below).
- 2. <u>Term.</u> The term of this Agreement will commence on 2/1/05 and end on the earlier of 5/15/05, unless sooner terminated as provided for in this Agreement or extended by mutual written agreement of the parties (the "Term").

3. Work.

3.1 <u>Definition</u>. The services and/or the products (collectively, the "Work") to be provided by the Contractor are set forth in the approved Independent Contractor Authorization attached hereto as Exhibit A and incorporated herein by this reference (the "Specifications"). Contractor will determine the method, details, and means of performing the Work.

- 3.2 Acceptance. The Endowment shall have the right to monitor performance of one or more aspects of the Work and to notify the Contractor if The Endowment determines that performance of the Work does not meet the requirements of the Specifications. If The Endowment so notifies the Contractor, the Contractor shall take prompt action to make such Work acceptable. If the Contractor is unable to make such Work acceptable to The Endowment within a reasonable period of time, The Endowment may refuse to accept such Work and shall be relieved of its obligation to pay for it. In addition, if The Endowment deems that the Work it refused is material, The Endowment shall have the right to terminate this Agreement, in addition to all other rights and remedies available under this Agreement at law or in equity.
- 3.3 <u>No Subcontractors</u>. The Contractor agrees that all of the Work shall be performed by Contractor or by qualified employees of Contractor under Contractor's supervision and that Contractor will not assign, delegate or subcontract any of its rights, duties or obligations under this Agreement unless otherwise approved in writing by The Endowment.
- 4. <u>Limitations on Work and Use of Contract Funds</u>. No part of the Work may consist of, and no amounts paid to the Contractor pursuant to this Agreement may be used for any of the following purposes:
- (a) To carry on propaganda, or otherwise attempt to influence legislation (within the meaning of Section 4945(d)(1) of the Internal Revenue Code of 1986, as amended (the "Code"));
- (b) To influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Code);
- (c) To make any grant which does not comply with the requirements of Section 4945(d)(3) or (4) of the Code; or
- (d) To undertake any activity for any purpose other than the one specified in Section 170(c)(2)(B) of the Code.
- 5. Change Order. The Endowment may request a change to the scope of the Work set forth in the Specifications by submitting a request to the Contractor that sets forth the nature of The Endowment's proposed changes. The Contractor shall complete and return to The Endowment a proposed change order ("Change Order") within 10 days of receipt of The Endowment's request for a Change Order. The Change Order will set forth, at a minimum, (i) any changes or additions to the Work, (ii) any changes to the schedule of completion dates and/or schedule of delivery or performance of Work, and (iii) any changes to the Compensation (as defined in Section 6 below). A Change Order will be binding only if signed by both parties and will be governed by the terms and conditions set forth in this Agreement. The Contractor shall be obligated to make The Endowment's proposed changes unless the Contractor can demonstrate that it would be commercially unreasonable to do so. Any change in the Compensation that results from the implementation of a Change Order must be (i) reasonable based on industry practice and custom, (ii) in proportion to all other aspects of the

Compensation, and (iii) in accordance with any express terms relating to Compensation contained in this Agreement. Any disagreement between the parties that cannot be informally and promptly resolved with respect to whether a particular change should or can be made, whether the Compensation should be changed as a result thereof, and all similar disagreements, will be resolved in accordance with Section 16 below.

- 6. Compensation. As sole and exclusive consideration to the Contractor for providing the Work, The Endowment shall pay the Contractor the fees and reimburse the expenses (the "Compensation") set forth in the Specifications, provided that The Endowment has determined, in accordance with reasonable acceptance criteria, that the Work of the Contractor for which compensation is due complies in all material respects with the Specifications. Unless otherwise expressly provided for in the Specifications, (i) the rate of and total amount of Compensation shall not exceed the rate and amount set forth in the Specifications and (ii) the Contractor shall invoice The Endowment monthly for Work provided in the prior month and The Endowment shall pay such invoices within thirty (30) days after receipt by The Endowment of a detailed invoice describing the Work rendered for the applicable month period. Subject to the limitations set forth in the Specifications, the Endowment agrees to reimburse Contractor the amount of reasonable out-of-pocket expenses, which Contractor may incur in connection with the Work provided under this Agreement, subject to Contractor furnishing The Endowment with receipts or other appropriate documents substantiating such expenses. Contractor shall maintain full and complete records relevant to the Work provided under this Agreement, which shall be made available to The Endowment upon request.
- 7. <u>Essential Personnel</u>. Any Contractor personnel listed in the Specifications are essential to the provision of the Work and the Contractor shall not remove or replace any of such personnel without the prior written consent of The Endowment. If, for any reason, the Contractor needs to replace any essential personnel, the Contractor shall propose a substitution to The Endowment and inform The Endowment of the impact (if any) of such substitution upon the ability of the Contractor to provide the Work in accordance with the terms of this Agreement. The Endowment shall have the ongoing right to approve each such substitution.

8. Representations and Warranties.

8.1. Performance. Contractor represents and warrants that: it has the qualifications and skills necessary to and shall perform the Work under this Agreement in a competent, professional manner and without the advice or direction of The Endowment; Contractor has complete and sole discretion for the manner in which the Work under this Agreement will be performed; the Work shall be performed in a manner satisfactory to The Endowment and in accordance with the Specifications and with commercially reasonable standards; the Contractor shall at its cost prepare and deliver to The Endowment such reports as are reasonably required from time to time by The Endowment; the Contractor shall comply with all of The Endowment's security and other policies in place at any Endowment location; and failure to perform all the Work required under this Agreement constitutes a material breach of this Agreement.

- 8.2 <u>Power and Authority: Binding Obligation</u>. Contractor represents and warrants it has the full power and authority to enter into this Agreement and perform the Work; the execution, delivery and performance of this Agreement have been authorized by all requisite corporate action; and this Agreement constitutes the legal, valid and binding obligation of the Contractor.
- 8.3 No Violation. Contractor represents and warrants that it: possesses all licenses, permits and certifications required to operate its business and to perform its obligations under this Agreement, and shall provide copies of the foregoing to The Endowment if The Endowment so requests; the Contractor is in full compliance with all applicable laws, rules and regulations, and the execution, delivery and performance of its obligations under this Agreement will not violate any of the foregoing.
- 8.4 <u>No Infringement</u>. Contractor represents and warrants that the provision and uses of the Work will not violate or infringe any third party rights, including, without limitation, all intellectual property rights.
- 8.5 <u>Software</u>. Contractor represents and warrants that all software that may be contained or utilized in connection with the provision of the Work will not (a) contain any back door, time bomb, Trojan horse, worm, drop dead device, virus or other software code designed to permit access or use of the user's computer system by a non-authorized party, (b) disable, damage or erase any software or data on the user's system, or perform any other unauthorized action on the user's system, and (c) contain preprogrammed preventative routines or similar devices that could prevent the user from exercising any of the rights granted under this Agreement, or from utilizing the Work for the purposes for which they were intended.
- 8.6 Records. The Contractor represents and warrants that it shall maintain and retain all records in connection with the Work as required by and for the time required by all applicable law, regulations and rules.
- 9. Quality Assurance. The Contractor warrants that the material and analysis, data programs and services to be delivered or rendered pursuant to this Agreement shall be of the kind and quality necessary to perform under the terms of this Agreement and Contractor shall monitor the performance of the Work on a sufficiently frequent basis to assure that the Work is provided in accordance with the provisions of this Agreement, and shall advise The Endowment immediately if any quality or performance problems are discovered as a result of such monitoring.
- 10. <u>Confidentiality and Publicity</u>. Contractor agrees at all times during the term of its work, and thereafter, to hold in the strictest confidence and not to use, except for the benefit of the Endowment, or to disclose to any person, firm, or corporation without the prior written authorization of The Endowment, any Confidential Information of The Endowment. Contractor understands that "Confidential Information" means any of The Endowment's proprietary information disclosed to Contractor by The Endowment either directly or indirectly and regardless of form. Contractor further agrees to hold in confidence any and all confidential information it receives through work with The Endowment that is owned by third parties. The

Endowment shall identify any proprietary information (owned either by The Endowment or third parties) that is to be treated as Confidential Information by Contractor. The Contractor shall not distribute any announcement, press release, advertising, publicity or other information regarding this Agreement, the Work, or The Endowment without obtaining The Endowment's prior written consent. In addition, the Contractor shall comply with all applicable laws, rules and regulations relating to confidentiality requirements otherwise applicable due to the nature of the Work. The Contractor shall not disclose to The Endowment any of its confidential information unless requested to do so expressly in writing by The Endowment. The Endowment may elect, in its sole discretion, to use the Contractor's name, voice, likeness and biographical information in promoting the Work or the mission of The Endowment. This non-disclosure provision shall not apply to any of the following:

- (a) <u>Information</u> which Contractor can demonstrate by written records was known to it prior to the effective date of this Agreement;
- (b) <u>Information</u> which is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of Contractor; or
 - (c) <u>Information</u> that is obtained lawfully from a third party.
- Proprietary Rights. The Contractor shall promptly disclose to The Endowment all proprietary information, including without limitation, all discoveries, inventions, improvements, copyrights, patents and trademarks, arising from the provision of the Work or the Contractor's performance under this Agreement ("Proprietary Information"). The Endowment will own all right, title and interest in the Work and to the Proprietary Information. All Proprietary Information will be considered works made for hire to the extent allowable under law. If The Endowment does not automatically own as a work made for hire any of the Proprietary Information upon their creation by the Contractor, then the Contractor hereby assigns to The Endowment ownership of all right, title and interest in and to such Proprietary Information, including all other intellectual property rights in such Proprietary Information. The Contractor shall execute all documents reasonably requested by The Endowment to further effect and evidence the foregoing assignment and to provide all reasonable assistance to The Endowment in perfecting or protecting The Endowment's rights in such Proprietary Information. The Contractor shall require that any person performing services pursuant to this Agreement on behalf of the Contractor to enter into a work for hire/assignment agreement on the same terms as this Agreement.
- 12. <u>Indemnity.</u> Contractor shall, at all times, indemnify and hold harmless The Endowment, its officers, directors, employees, agents, counsel and advisors (each, an "Indemnified Person") in connection with:
- (a) all claims, liabilities, obligations, damages, losses, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever, including but not limited to reasonable attorneys' fees (collectively, "Losses"), that may be imposed on, incurred by or asserted against any Indemnified Person in any way relating or arising out of this

Agreement or any Work contemplated hereby, but only for such Losses caused by, arising from, or related to the acts or omissions of Contractor, its officers, directors, agents, employees, or any person or entity through which Contractor performs Work for The Endowment;

- (b) all claims, liabilities, obligations, damages, losses, penalties, actions, judgments, suits, costs, expenses, or disbursements of any kind or nature whatsoever, including but not limited to reasonable attorneys' fees (collectively "Losses"), imposed or sought to be imposed upon The Endowment to pay any withholding taxes, Social Security, unemployment or disability insurance, employee benefits or similar items, including interest and penalties thereon, in connection with claims therefore made against The Endowment by any governmental entity, regulatory authority or third party; and
- (c) any work related, or allegedly work related, disability of any person through whom Contractor performs services or Work for The Endowment.
- the other party thirty (30) days prior written notice. The Endowment may terminate this Agreement immediately if the Contractor or any of its personnel involved in the provision of the Work engages in criminal or fraudulent conduct or conduct that may reflect adversely on The Endowment. Either party may immediately terminate this Agreement (i) if the other party breaches any material provision of this Agreement and fails to cure such breach within 15 days after receipt of written notice of such breach, or (ii) if the other party becomes insolvent, makes an assignment for the benefit of creditors, files or has filed against it a petition in bankruptcy or seeks reorganization, has a receiver appointed or institutes any proceedings for the liquidation or winding up of such party. Without limitation of the foregoing, it will be considered a breach of a material provision by the Contractor if the Contractor at any time refuses or neglects to provide a sufficient number of properly skilled personnel or fails in any respect to provide the Work in accordance with the terms of this Agreement.
- 14. Effect of Termination. Upon the expiration or termination of this Agreement, except as may specifically be provided otherwise under this Agreement, each party shall be released from all further obligations and liabilities under this Agreement. The Contractor shall promptly surrender and deliver to The Endowment (and will not keep in its possession, or recreate or deliver to any other party) any and all information, documents and materials provided to the Contractor by The Endowment, and any other information, documents or materials either created by the Contractor or received from any source other than The Endowment, relating to or arising out of the Contractor's provision of the Work. The Contractor shall have no claim against The Endowment for any damages which may arise as a result of the expiration or termination, unless such damages arise from the breach of a provision of this Agreement by The Endowment. The expiration or termination of this Agreement will not relieve The Endowment from its obligations to pay Compensation in accordance with Section 6 for Work rendered in accordance with this Agreement prior to such expiration or termination.

15. Dispute Resolution.

- among the parties arising out of or relating to this Agreement (collectively, "Dispute"), the Dispute will be resolved by and through an arbitration proceeding before a sole arbitrator to be conducted under the auspices of and pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration proceeding will be conducted in Los Angeles, California, and will be conducted in as expedited a manner as is then permitted by such rules. The arbitrator will be mutually selected and agreed upon by the parties. If the parties are unable to so select an arbitrator, each party will name an arbitrator and those arbitrators will select the sole arbitrator. Both the foregoing agreement of the parties to arbitrate and any and all Disputes, and the results, determinations, findings, judgments and/or awards rendered through any such arbitration shall be final and binding on the parties and may be specifically enforced by legal proceedings in any court of competent jurisdiction.
- 15.2 <u>Notice</u>. Any arbitration under this Agreement shall be initiated by written notice given in accordance with Section 18.16 below, by the initiating party to the other party setting forth a demand for arbitration and detailing with specificity the nature of the Dispute to be arbitrated.
- 15.3 <u>Discovery</u>. The parties will be entitled to take discovery in accordance with the provisions of the California Code of Civil Procedure, but either party may request that the arbitrator limit the amount or scope of discovery and, in determining whether to do so, the arbitrator shall balance the need for discovery against the parties' mutual desire to resolve disputes expeditiously and inexpensively.
- 16. <u>Injunctive Relief</u>. The Contractor hereby acknowledges that in the event of any breach or default or threatened breach or default by it of Sections 10 or 11 above, that The Endowment may be irreparably damaged, that it would be extremely difficult and impractical to measure such damages and that the remedy of damages at law would be inadequate. Accordingly, The Endowment, in addition to any other rights and remedies available at law or in equity and without the necessity of proving actual damages or posting any bond or similar security, will be entitled to injunctive relief including, but not limited to, specific performance, with respect to the breach or default or threatened breach or default of Sections 10 or 11 above.
- Taxes and Employment Expenses. The Endowment shall not withhold from the Compensation any taxes or other amounts that would otherwise be withheld from an employee of The Endowment. The Contractor shall be solely responsible for the payment of any taxes imposed on the performance of the Work or its receipt of the Compensation. The Contractor shall be solely responsible for the payment of any and all taxes, including but not limited to, withholding of income taxes, payment of estimated income taxes, Social Security taxes, State Disability Insurance taxes, and employer's liability for work-related disabilities with respect to or in connection with the personnel through whom the Contractor performs the Work. Upon The Endowment's request, Contractor shall provide evidence, satisfactory to The Endowment, of compliance with this Section, including, but not limited to, evidence of Workers' Compensation coverage and payment of employment-related taxes

18. General Provisions.

- 18.1 Governing Law and Venue. This Agreement will be construed and enforced in accordance with the internal laws of California irrespective of its conflicts of law rules. The parties hereby consent to the jurisdiction of, and venue in, the courts in any County within California, in which The Endowment maintains a permanent office, to enforce any arbitration award or to hear any application for injunctive relief as provided for in this Agreement.
- 18.2 Attorneys' Fees. If either party commences an arbitration against the other party or brings an action in connection with such an arbitration, including an action to compel arbitration, to confirm or vacate any arbitration judgment or award, or to enforce the same, or to apply for injunctive relief under Section 17 above, the unsuccessful party shall pay to the prevailing party all reasonable attorneys' fees and costs incurred in connection therewith by the prevailing party, in addition to any other relief to which it may be entitled.
- 18.3 <u>Relationship of Parties</u>. Contractor is an independent contractor with respect to The Endowment. No joint venture, partnership, employment, agency or similar arrangement is created between the parties by this Agreement. Neither party has the right or power to act for or on behalf of the other or to bind the other in any respect other than as expressly provided for in this Agreement. This Section shall survive the termination of this Agreement.
- 18.4 Entire Agreement. This Agreement (and all recitals, and all schedules and exhibits attached hereto, which are hereby incorporated by reference) constitutes the entire understanding between the parties and replaces and supersedes any and all prior and contemporaneous agreements and understandings, whether oral or written, express or implied, between the parties with respect to the subject matter hereof.
- 18.5 <u>Amendment</u>. Except as otherwise provided herein, neither this Agreement nor any of its provisions may be amended, supplemented, modified or waived except by a writing duly executed by each of the parties hereto.
- 18.6 <u>Waiver</u>. No waiver of any provision or consent to any action hereunder will constitute a waiver of any of the other provision or consent to any other action, nor will such waiver or consent constitute a continuing waiver or consent or commit any party to provide a past or future waiver or consent.
- 18.7 <u>Rights Cumulative</u>. The rights, privileges and remedies provided for herein are cumulative and are not exclusive of any other rights, privileges or remedies provided by law or equity. The assertion of any right, privilege or remedy hereunder shall not prevent the concurrent or successive assertion of any other appropriate right, privilege or remedy.
- 18.8 <u>Severability</u>. If any provision of this Agreement is determined to be illegal, invalid or otherwise unenforceable by an arbitrator, court or tribunal of competent jurisdiction, then to the extent necessary to make such provision and/or this Agreement legal, valid or otherwise enforceable, such provision will be limited, construed or severed and deleted

from this Agreement, and the remaining portion of such provision and the remaining other provisions hereof will survive, remain in full force and effect and continue to be binding, and will be interpreted to give effect to the intention of the parties insofar as possible.

- 18.9 <u>Successors and Assigns</u>. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
- 18.10 <u>Assignment</u>. This Agreement is not assignable or delegable in whole or in part by the Contractor without the prior written consent of The Endowment, and any assignment or attempt to assign, or delegation or attempt to delegate in violation of this Section will be of no force or effect.
- 18.11 <u>No Third-Party Rights</u>. This Agreement is made solely for the benefit of the parties hereto and does not, and will not be construed to, grant any rights or remedies to any other person or entity other than as expressly provided for in this Agreement.
- 18.12 <u>Construction</u>. The normal rule of construction that an agreement will be interpreted against the drafting party will not apply to this Agreement.
- 18.13 <u>Interpretation</u>. In this Agreement, whenever the context so requires, the masculine, feminine or neuter gender, and the singular or plural number or tense, will include the others.
- 18.14 <u>Headings</u>. Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement.
- 18.15 <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which taken together shall constitute one and the same document.
- 18.16 Notices. Any notice or other communication hereunder will be given in writing and either (i) delivered in person, (ii) transmitted by telecommunication via telex, facsimile, telecopy, toll prepaid, (iii) delivered by overnight FedEx or similar overnight commercial delivery service, or (iv) mailed by certified mail, postage prepaid, return receipt requested, or sent by telegram or cable to the party to which such notice or communication is to be given at the address set forth below or at such other address as may be given from time to time by one party to the other party under the terms of this Section. Each such notice or other communication will be effective (i) if given by telecommunication, when transmitted, (ii) if given by mail, five (5) days after such communication is deposited in the mail and addressed as aforesaid, (iii) if given by telegram or cable, when delivered to the telegraph or cable company, (iv) if given by overnight FedEx or similar overnight commercial delivery service, one (1) business day after such communication is deposited with such service and addressed as aforesaid, and (v) if given by any other means, when actually received. Notices to parties under this Section will be given at the applicable address set forth below at the signature page hereto or at such other address as may be given from time to time under the terms of this Section.

- 18.17 <u>Further Assurances</u>. Each party shall execute and deliver all such further documents and instruments and take all such further actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.
- 18.18 <u>Survival</u>. The following Sections of this Agreement shall survive the expiration or earlier termination of this Agreement: Sections 8, 10, 11, 12, 14, 15, 16, 17 and 18.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

"THE ENDOWMENT"	"CONTRACTOR"	
THE CALIFORNIA ENDOWMENT, a California nonprofit public benefit corporation.	County of Los Angeles Department of Health Services – Office of Health Assessment & Epidemiology	
Ву:	By:	
Name: Tenzing Donyo	Name: Paul Simon, Wb Mf	
Title: Manager, Research	Title: Director OHAE	
Address for Notices:	Address for Notices:	
The California Endowment	,	
21650 Oxnard Street	Office of Health Assessment & Epidemiology	
Suite 1200	313 North Figueroa Street - Room 127	
Woodland Hills, CA 91367	Los Angeles, CA 90012	

Rev. 04/2005

THE CALIFORNIA ENDOWMENT INDEPENDENT CONTRACTOR

AMENDMENT REQUEST FOR EXISTING CONTRACT

(Appendix B to TCE Agreement for Services of Independent Contractor)

Use this form to request extension of an existing Independent Contractors Contract

x DCA - File Nun	nber:20043122		Standard In dependent Contract	
Name of Contractor or Firm: Name & Title of Contact Person:	County of Los Angeles Dept. of Health Services-Office of Helath Assessment & Epidemiology Paul Simon, M.D., M.P.H.			
		ssessment & Epidemiology - 313	North Figuer Oa Street, Room 127	
_	: Los Angeles	State: CA	Zip: 90012	
Phone Number:	213 989-7083	Fax Number: 213 250-2594		
Reason for Amendment:	To complete project origina	ally contracted for DCA File# 2	20043122	
(Identify any deliverables	Los Angeles County Cities Health Report: To support the production and dissemination of the			
still undone from original	Los Angeles County Cities Health Report.			
contract as well as additional				
activities independent				
contractor is being utilized				
for)				
Original or Current End Date:		Maximum Hours or Days (Please Specify):		
Compensation (select one):	Rate per Hour or Day	Monthly	Flat Rate or Other \$26,336.00 (One Payment)	
Expenses Reimbursable: (Detail Support Required)	yes	no		
REQUESTED BY:	Carmen James-Eggins		6/9/2005 Date	
APPROVED BY:	Haut My Departmen	nt Head Approval	4/20/25 Date	
APPROVED BY:	EVP or CEO Signatu	re Required if \$10,000 or mor	e Date	
CONTRACTOR APPROVAL:	***************************************			
Post Project Review (to be completed by Project/activities were completed	on:		Date	
	Date	Requestor	Date	